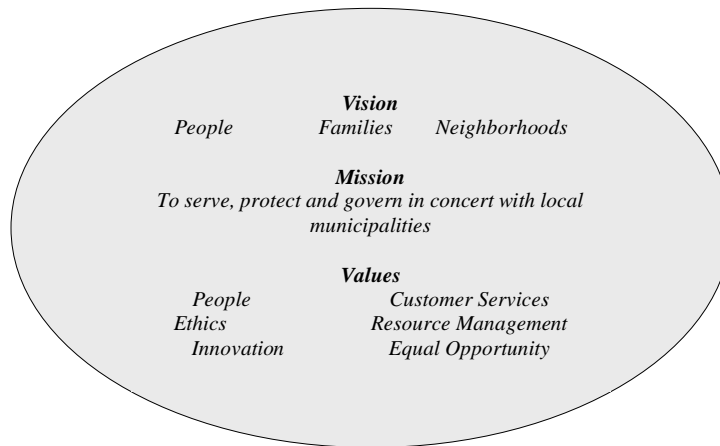




FULTON COUNTY



REQUEST FOR INVITATION TO BID NO: 12ITB83985YA-AP

DENTAL SUPPLIES - 2012

For

DEPARTMENT OF HEALTH & WELLNESS

BID ISSUANCE DATE: May 22, 2012

Last Day to Submit Questions: June 1, 2012

BID DUE TIME AND DATE: June 14, 2012 at 11:00 A.M.

PURCHASING CONTACT: Al Micah Phillips at (404) 612-4214

E-MAIL: almicah.phillips@fultoncountyga.gov

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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INVITATION TO BID
Dental Supplies - 2012
FULTON COUNTY GOVERNMENT

SECTION 1 - INSTRUCTIONS TO BIDDERS

Fulton County Government ("County") invites sealed bids for Dental Supplies.

1. GENERAL INFORMATION

- a. **Purchasing the Bid Document:** This document and supporting documents can be downloaded at the Fulton County Website <http://www.fultoncountyga.gov> under "Bid Opportunities".
- b. **The Bid package consists of the following scope of work:** To provide Dental Supplies for the Fulton County Health & Wellness Department. The detailed scope of work and technical specifications are outlined in Section 5 of this bid document.
- c. The term "Bid Documents" denotes all contract documents, notices, instructions and letters issued by the County's Purchasing Director in connection with this procurement.
 - a. **Bid Contact:** Information regarding the bid, either procedural or technical, may be obtained by contacting. Information regarding the bid requirements may be obtained by using Al Micah Phillips, Assistant Purchasing Agent at (404) 612-4214 or e-mail almicah.phillips@fultoncountyga.gov. The following procedure. Inquiries must be submitted in writing to:

Fulton County Purchasing Department
Attn: Al Micah Phillips, Assistant Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303

Phone: (404) 612-4214
Fax: (404) 893-1736
Reference Bid # 12ITB83985YA-AP

2. SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

3. PREPARATION AND SUBMISSION OF BIDS

Bid forms must be filed in accordance with the following instructions:

- a. Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND FIVE (5) COPIES** on the forms provided in the Bid Documents. All Bids must be made on the Bid forms contained herein. All blank spaces must be typed on hand written in blue ink. All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions. Written prices prevail over number prices in the event of error. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluids. **Indicate all addenda incorporated in the Bid.** Bids shall be signed by hand by an officer of principal of the Bidder with the authority to make a Contract.

Bids by joint ventures, consortia, associations or partnerships shall designate one single participant to represent all those forming the bidding entity. Bids shall be signed by a duly authorized representative of the bidding entity and evidence of the Signatory's authority signed by and listing the full names and addresses of all participants in the bidding entity shall be attached to the Bid submittal.

- b. Bids must be sealed and clearly marked identifying the following information:

1. Bidder's Name/Company Name and Address.
2. Bids shall be addressed to:

Department of Purchasing and Contract Compliance
Fulton County Public Safety Building
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303-3459
RE: 12ITB83985YA-AP "Dental Supplies 2012"

4. **BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**
5. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Al Micah Phillips, Assistant Purchasing no later than 2:00 PM, **June 1, 2012.**

Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

6. REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

1. Bid Form
2. Bid Schedule (*if applicable*)
3. Bid Bond
4. Certification of Acceptance of Bid/Proposal Requirements
5. Corporate or Partnership Certificate
6. Non-Collusion Affidavit of Prime Bidder
7. Contract Compliance Forms, fully executed
 - a. Promise of Non-Discrimination (Exhibit A)
 - b. Employment Report (Exhibit B)
 - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
 - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
 - e. Declaration Regarding subcontractor Practices (Exhibit E)
 - f. Joint Venture Disclosure Affidavit (Exhibit F)
 - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date (section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

7. MULTI-YEAR CONTRACT TERM:

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term.

The "**Commencement Term**" of this Agreement shall begin upon the date of execution of the Agreement in the year 2012, the starting date, and shall end absolutely and without further obligation on the part of the County on the 30th day of June, 2013. The

Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for three (3) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of July, 2013 and shall end no later than the 30th day of June, 2014. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of July, 2014 and shall end no later than the 30th day of June, 2015. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "**Terms**" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

8. NO CONTACT PROVISION

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

- 9. RIGHT TO REJECT BIDS:** The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

- 10. APPLICABLE LAWS:** All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

- 11. EXAMINATION OF CONTRACT DOCUMENTS:** Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

12. **TERMINATION:** The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.
13. **WAGE CLAUSE:** Pursuant to Fulton County Code section 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.
14. **BID OPENING:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
15. **DETERMINATION OF SUCCESSFUL BIDDER:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.
- 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
- a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - b) Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - d) Has adequate personnel and equipment to do the work expeditiously.
 - e) Has suitable financial means to meet obligations incidental to the work.
- 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
16. **NOTICE OF AWARD OF CONTRACT:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the User Department unless earlier terminated pursuant to the termination provisions of the contract.

17. **BASIS OF AWARD:** The Contract, if awarded, will be awarded on a lump sum basis to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.
18. **EXECUTION OF CONTRACT DOCUMENTS:** Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

19. **JOINT VENTURE:** Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.
20. **CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT:** Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.
21. **MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS**
- Pursuant to Fulton Code section 102-357, the prime contractor or vendor for this project or contract actually perform no less than 51% of the scope of work of the prime contract.
- Construction contracts are exempt from the requirements of this section.
22. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by

proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

23. Bid General Requirements

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

- A. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
- B. All signatures must be executed by person(s) having contracting authority for the Bidder.
- C. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
- D. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
- E. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact Provision" policy outlined in S35 and in Section 00020, Invitation to Bid.

- F. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
- G. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
- H. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
- I. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
- J. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
- K. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
- L. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.

- M. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
- N. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
- O. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
- P. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
- Q. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
- R. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
- S. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.

- T. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
- U. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
- V. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon delivery of item(s).
- W. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
- X. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
- Y. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and

furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.

- Z. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
- AA. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be “non-responsive” in the future.
- BB. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
- CC. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
- DD. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:
 - a. Competitive sealed Bids (“Bid”) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.
- EE. In the evaluation of the Bids, any award will be subject to the Bid being:
 - a. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - b. Lowest cost to the County over projected useful life.
 - c. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.

- FF. All proposals and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
- GG. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
- HH. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
- II. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
- a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
- JJ. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.

KK. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

END OF SECTION

**SECTION 2
BID FORM****DENTAL SUPPLIES - 2012**

Submitted _____, 2012

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____

(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on or before a date to be specified in the written 'Notice to

Proceed" from the County and to fully complete the project within the time limits identified in the owner-contractor agreement.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

BIDDER: _____

Signed by: _____
[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

Bidder's Contractor License No: _____
[State/County]

License Expiration Date: _____

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name**Address**

END OF SECTION

SECTION 3
PURCHASING FORMS & INSTRUCTIONS
DENTAL SUPPLIES - 2012

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid Requirements
- Form C: Certification Regarding Debarment
- Form D: Disclosure Form and Questionnaire
- Form E: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form F: Georgia Security and Immigration Subcontractor Affidavit

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**STATE OF GEORGIA****COUNTY OF FULTON**

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM B: CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #_____ to #_____, attachment(s) # _____, and/or appendices #_____ to #,_____in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM C: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a

period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

Causes for Suspension. The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2012

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

**FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2012.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

**FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT****Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION
SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2012.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SECTION 4 CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN:

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the bid/proposal being deemed non-responsive:

- **Exhibit A** - Promise of Non-Discrimination
- **Exhibit B** - Employment Report
- **Exhibit C** - Schedule of Intended Subcontractor Utilization
- **Exhibit D** - Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- **Exhibit E** - Declaration Regarding Subcontractor Practices
- **Exhibit F** - Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** - This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document **must** be completed as instructed if awarded the bid:

- **Exhibit G** - Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A - PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/WE (_____)
Name

Title

Firm Name

Hereinafter "Company"), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

Signature: _____

Address: _____

Telephone Number: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

Category	Native Indian		African American		Asian American		Hispanic American		Caucasian American		Other	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

Firm's Name: _____

Address: _____

Telephone Number: _____

This completed form is for (Check one) _____ Bidder/Proposer Subcontractor _____

Submitted by: _____ Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP NUMBER: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

Subcontractor Name: _____

Address: _____

Phone: _____

Contact Person: _____

Ethnic Group*: _____ County Certified** _____

Work To Be Performed: _____

Dollar Value of Work: \$ _____ Percentage Value: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGEVALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name:_____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

[illegible]

(Prime Bidder)

(Subcontractor)

Signature: _____ **Signature:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

_____ Hereby declares that it is my/our intent to
(Bidder)
Perform 100% of the work required for _____
(IFB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

IFB No.: _____

Project Name: _____

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

2) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

3) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

Name of Joint Venture (If Applicable): _____
Office Address: _____
Principal Office: _____
Office Phone: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of ownership by each joint venture in terms of profit and loss sharing:____

12. The authority of each joint venturer to commit or obligate the other:_____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture:_____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u> <u>Operation</u>	<u>Race</u>	<u>Sex</u>	<u>Financial</u> <u>Decisions</u>	<u>Supervision</u> <u>Field</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manager's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

We do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that we are authorized, on behalf of the above firms, to make this affidavit and grant the above privilege.

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 2012, before me, appeared
_____, the undersigned known to me to be the
person described in the foregoing Affidavit and acknowledge that he (she) executed the
same in the capacity therein stated and for the purpose therein contained.

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Ending Date
TOTALS						

Executed

By: _____
(Signature)_____
(Printed Name)

SECTION 5

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The successful vendor shall provide various dental supplies in accordance with the attached Atlanta Dental Supply catalog or equivalent on an as needed basis to the following location:

Delivery Location:

Fulton County Department of Health and Wellness
99 Jesse Hill Jr., Drive
Atlanta, GA 30303

The attached list is a representative sample of dental supplies that may be required.

ATTACHMENT

DENTAL SUPPLIES REPRESENTATIVE LISTING

Item Number	Description	Unit
01	Operatory Supplies	
10004	Amalgam Capsule - 1 spill	Box
10005	Amalgam Capsule - 2 spill	Box
10006	Amalgam Well	Each
10008	Articulating Paper Forceps	Each
10010	Articulating Paper	Pkg
10040	Carrier - Amalgam, Lever Type, Reg/Large	Each
10050	Etching Syringe Tips	Each
10051	Etching	Each
10052	Bonding system, primer	Each
10053	Bonding system adhesive	Each
10054	Brush, Bendabrush, Reg	Box
10055	Brush, microbrush reg. or small	Each
10056	Prodigy Condensable Unidose, # A-3	Each
10058	Formula 2 Syringe #A-3 Flowable	Pkg
10061	Composite , Condensable	Kit
10062	Composite - Refill A-1	Each
10063	Composite - Refill A-2	Each
10064	Composite - Refill A-3	Each
10065	Composite, refill B-1	Each
10066	Composite, refill B-2	Each
10067	Composite, refill B-3	Each
10070	Matrix Retainer- Toffelmire Jr.	Each
10071	Matrix Band - Toffelmire Jr. #13	Pkg
10072	Matrix Band - Toffelmire Jr. #14	Pkg
10073	Matrix Band - Toffelmire Jr. # 15	Pkg
10074	Matrix Retainer- Toffelmire Sr.	Each
10075	Matrix Band - Toffelmire Sr. #1	Pkg
10076	Matrix Band - Toffelmire Sr. # 2	Pkg
10077	Matrix Band - Toffelmire Sr. #3	Pkg
10079	Matrix Retainer - Celluloid Strip	Each
10080	Matrix Strip - Mylar	Box
10081	Matrix - Cervical	Box
10219	Rubber Dam Punch	Each
10221	Rubber Dam Medium	Box

10228	Wedges - Wooden	Box
11000	Bur Block - Magnetic	Each
11040	Bur Changer - Tradition (special order)	Each
11090	Bur Cleaning Brush	Each
11101	Bur - Carbide, FG #1/2 (round)	Each
11102	Bur - Carbide, FG #2 (round)	Each
11104	Bur - Carbide, FG #4 (round)	Each
11106	Bur - Carbide, FG #6 (Round)	Each
11108	Bur - Carbide, FG #8 (Round)	Each
11114	Bur - Carbide, FG #34 (inverted cone)	Each
11115	Bur - Carbide, FG #35 (inverted cone)	Each
11120	Bur - Carbide, FG #169 (plain taper fissure)	Each
11122	Bur - Carbide, FG #170 (plain taper fissure)	Each
11123	Bur - Carbide, FG # 171 (Plain Taper Fissure)	Each
11130	Bur - Carbide, FG #245 (Amalgam Prep)	Each
11140	Bur - Carbide, FG #330 (Pear Shape)	Each
11176	Bur - Carbide, FG #556 (Crosscut Fissure)	Each
11177	Bur-Carbide, FG #557 (Crosscut Fissure)	Each
11180	Bur - Carbide, FG #699 (crosscut taper fissure)	Each
11182	Bur - Carbide, FG #701L (long cross taper fissure)	Each
11183	Bur - Carbide, FG #702 (crosscut taper fissure)	Each
11204	Bur - Carbide, FG LS #4 (Surgical Round)	Each
11208	Bur - Carbide, FG LS #8 (Surgical Round)	Each
11210	Bur - Carbide, FG LS #558 (Surgical crosscut fissure)	Each
11211	Bur - Carbide, FG LS #559 (Surgical crosscut fissure)	Each
11302	Bur - Carbide, FG SS #2 (Short Shank Round)	Each
11304	Bur-Carbide, FG SS #4 (Short Shank Round)	Each
11314	Bur - Carbide, FG SS #34 (short shank inverted cone)	Each
11315	Bur - Carbide, FG SS #35 (Short shank inverted cone)	Each
11340	Bur - Carbide, FG SS #330 (Short shank pear shape)	Each
11345	Bur - Carbide, FG SS #556 (Short shank crosscut fissure)	Each
11377	Bur - Carbide, FG SS #557 (Short shank crosscut tapered fissure)	Each
11381	Bur - Carbide, FG SS #700 (Short shank crosscut taper fissure)	Each
11450	Bur- Diamond, FG #1/8 A (Flame)	Each
11520	Bur - Finishing, Carbide FG #7104 (Flame)Gold	Each
11530	Bur - Finishing, Carbide FG #7204 (Taper)Gold	Each
11555	Bur - Finishing, Carbide FG #7404 (Egg shape) Small	Each
11556	Bur - Finishing, Carbide FG #7406 (Egg Shape) Medium	Each
11690	Bur - Finishing, Composite Kit	Kit
11692	Bur - Finishing, Trim, Red Taper 133-010	Kit
11694	Bur, Trimming and Finishing Axis Red 134-014 Composit 8F	Each
11696	Bur, Trimming and Finishing Axis #H379-018	Each
11697	Bur Trimming and Finishing Axis H133-010	Each
11698	Bur, Diamond Football Short #S285-5C	Each
11700	Bur, Diamond Football Reg #283-4C	Each
11756	Bur - Finishing Diamond FG #260 - 8F (Flame)	Each
11802	Bur Latch Type, Round #2	Each
11804	Bur - Latch Type, Round #4	Each

11806	Bur - Latch Type, Round, #6	Each
11808	Bur - Latch Type, Round #8	Each
11814	Bur - Latch Type, Inverted Cone #34	Each
11816	Bur - Latch Type, Inverted Cone #36	Each
12020	Finishing Strip - Fine	Box
12030	Finishing Strip - Medium	Box
13110	Desensitizer	
13120	Glass Ionomer Vitrebrond Plus, Light Cure	Box
13125	Base, Dycal	box
13130	IRM - Temporary Filling liquid or powder	Pkg
13140	Cement, Luting Glass Inomer	Kit
13400	Mixing Pad - Disposable	Pad
13550	Mixing Slab - Glass	Each
13610	Spatula - Cement #22, Small	Each
13620	Spatula - Cement # 24, Large	Each
14100	Anesthetic - Epi 1/50,000, Lidocaine	Can
14200	Anesthetic - Epi 1/100,000, Lidocaine	Can
14205	Anesthetic - Septodont 1:100,000	Can
14300	Anesthetic - Mepivacaine 3% w/o constrictor	Can
14310	Anesthetic - Marcaine	Can
14400	Anesthetic - Topical	Jar
14500	Needle Box - Sharps container - Medium	Each
14510	Needle - Dental Disposable Long 27G	Each
14515	Needle - Dental Disposable Short 27G	Each
14520	Needle - Dental Disposable Short 30G 1 in needle	Each
14535	Syringe - Aspirating	Each
14540	Syringe - Monoject Irrigating # 513 ED Disposable	Each
16000	Cotton Pellet Dispenser	Eacj
16001	Cotton Pellets , Refill #1	Pkg
16003	Cotton Pellets, Refill #3	Pkg
16100	Cotton Roll - Dispenser	Each
16110	Cotton Rolls Medium 1.5"	Pkg
16300	Gauze Dispenser	Each
16302	Gauze Sponge 2" x 2"	Pkg
16304	Gauze Sponge 4" x 4"	Pkg
16400	Gloves Disposable, Size 6-7 (X-Small) powder free	Box
16410	Gloves Disposable, Small, powder free	Box
16420	Gloves Disposable, Size-7-8 (Medium) powder or powder free	Box
16425	Gloves Disposable, Size 8-9 Large powder free	Box
16430	Gloves Disposable, Non Latex Med (Dr. Note)	Box
16440	Gloves - Vinyl - Small, Med, Lg	Box
16460	Gloves - Heavy Duty, Rubber Unisize	Box
16500	Vinyl gloves (central supply)	Box
16525	Jacket, Disposable, Small	Pkg 10
16530	Jacket, Disposable, Med	Pkg 10
16535	Jacket, Disposable, Large	Pkg 10
16540	Jacket, Disposable, X-Lg	Pkg 10
16545	Jacket, disposable, XXX Lg	Pkg 10

16550	Mask - Face - Disposable, with loop	Box
16555	Mask-face shield (R/W)	Box
16600	Saliva Absorbers - Small (Dri-Aid, Lorvic)	Box
16610	Saliva Absorbers - Large (Dri - Aid, Lorvic)	Box
16650	Saliva Ejector - Disposable, Blue Tip	Bag
16660	Saliva Ejector - Strainer	Each
16665	Syringe Tips - Air/Water Disposable	Each
16670	Tip Evacuator - White	Bag
16700	Cover - Headrest, Disposable	Box
16710	Cover - Tray Rectangular	Box
16720	Chairsleeve for Adec Chairs	Box
16800	Towel - Professional Dental	Box
16850	Clear, light handle cover	Box
16900	Holder - Towel, Chain	Each
17000	Crown Form, Celluloid Kit	Kit
17001	Crown Form, Celluloid A -1	Each
17002	Crown Form, Celluloid A - 2	Each
17003	Crown Form, Celluloid A - 3	Each
17004	Crown Form, Celluloid A - 4	Each
17005	Crown Form, Celluloid A - 5	Each
17006	Crown Form, Celluloid A - 6	Each
17011	Crown Form, Celluloid B - 1	Each
17012	Crown Form, Celluloid B - 2	Each
17013	Crown Form, Celluloid B - 3	Each
17014	Crown Form, Celluloid B - 4	Each
17015	Crown Form, Celluloid B- 5	Each
17016	Crown Form, Celluloid B - 6	Each
17021	Crown Form, Celluloid C -1	Each
17022	Crown Form, Celluloid C -2	Each
17023	Crown Form, Celluloid C - 3	Each
17024	Crown Form, Celluloid C- 4	Each
17025	Crown Form, Celluloid C - 5	Each
17026	Crown Form, Celluloid C - 6	Each
17031	Crown Form, Celluloid D - 1	Each
17032	Crown Form, Celluloid D - 2	Each
17033	Crown Form, Celluloid D - 3	Each
17034	Crown Form, Celluloid D - 4	Each
17035	Crown Form, Celluloid D - 5	Each
17036	Crown Form, Celluloid D - 6	Each
17041	Crown Form, Celluloid E - 1	Each
17042	Crown Form, Celluloid E - 2	Each
17043	Crown Form, Celluloid E - 3	Each
17044	Crown Form, Celluloid E - 4	Each
17045	Crown Form, Celluloid E - 5	Each
17046	Crown Form Celluloid E - 6	Each
17051	Crown Form Celluloid F - 1	Each
17052	Crown Form Celluloid F - 2	Each
17053	Crown Form Celluloid F- 3	Each
17054	Crown Form Celluloid F - 4	Each

17055	Crown Form Celluloid F - 5	Each
17100	Scissors - Crown & Collar Curved	Each
17110	Scissors - Crown & Collar Straight	Each
17200	Pliers - Crown Contouring, Johnson # 14	Each
17210	Pliers - Crown Contouring, Johnson # 15	Each
17420	3MESPE Crown SS Primary Molor UL D-UL-2	bx/5
17422	3MESPE Crown SS Primary Molor UL D-UL-3	bx/5
17424	3MESPE Crown SS Primary Molor UL D-UL-4	bx/5
17425	3MESPE Crown SS Primary Molor UL D-UL-5	bx/5
17426	3MESPE Crown SS Primary Molor UL D-UL-6	bx/5
17428	3MESPE Crown SS Primary Molor UL D-UL-7	bx/5
17430	3MESPE Crown SS Primary Molor UR D-UR-2	bx/5
17432	3MESPE Crown SS Primary Molor UR D-UR-3	bx/5
17434	3MESPE Crown SS Primary Molor UR D-UR-4	bx/5
17436	3MESPE Crown SS Primary Molor UR D-UR-5	bx/5
17438	3MESPE Crown SS Primary Molor UR D-UR-6	bx/5
17440	3MESPE Crown SS Primary Molor UR D-UR-7	bx/5
17442	3MESPE Crown SS Primary Molor UL E-UL-2	bx/5
17444	3MESPE Crown SS Primary Molor UL E-UL-3	bx/5
17446	3MESPE Crown SS Primary Molor UL E-UL-4	bx/5
17448	3MESPE Crown SS Primary Molor UL E-UL-5	bx/5
17450	3MESPE Crown SS Primary Molor UL E-UL-6	bx/5
17452	3MESPE Crown SS Primary Molor UL E-UL-7	bx/5
17454	3MESPE Crown SS Primary Molor UR E-UR-2	bx/5
17456	3MESPE Crown SS Primary Molor UR E-UR-3	bx/5
17458	3MESPE Crown SS Primary Molor UR E-UR-4	bx/5
17460	3MESPE Crown SS Primary Molor UR E-UR-5	bx/5
17462	3MESPE Crown SS Primary Molor UR E-UR-6	bx/5
17464	3MESPE Crown SS Primary Molor UR E-UR-7	bx/5
17466	3MESPE Crown SS Primary Molor LL D-L-2	bx/5
17468	3MESPE Crown SS Primary Molor LL D-L-3	bx/5
17470	3MESPE Crown SS Primary Molor LL D-L-4	bx/5
17472	3MESPE Crown SS Primary Molor LL D-L-5	bx/5
17474	3MESPE Crown SS Primary Molor LL D-L-6	bx/5
17476	3MESPE Crown SS Primary Molor LL D-L-7	bx/5
17478	3MESPE Crown SS Primary Molor LR D-LR-2	bx/5
17480	3MESPE Crown SS Primary Molor LR D-LR-3	bx/5
17482	3MESPE Crown SS Primary Molor LR D-LR-4	bx/5
17484	3MESPE Crown SS Primary Molor LR D-LR-5	bx/5
17486	3MESPE Crown SS Primary Molor LR D-LR-6	bx/5
17488	3MESPE Crown SS Primary Molor LR D-LR-7	bx/5
17490	3MESPE Crown SS Primary Molor LL E-LL-2	bx/5
17494	3MESPE Crown SS Primary Molor LL E-LL-3	bx/5
17496	3MESPE Crown SS Primary Molor LL E-LL-4	bx/5
17498	3MESPE Crown SS Primary Molor LL E-LL-5	bx/5
17499	3MESPE Crown SS Primary Molor LL E-LL-6	bx/5
17500	3MESPE Crown SS Primary Molor LR E-LR-2	bx/5
17504	3MESPE Crown SS Primary Molor LR E-LR-3	bx/5
17506	3MESPE Crown SS Primary Molor LR E-LR-4	bx/5

17508	3MESPE Crown SS Primary Molor LR E-LR-5	bx/5
17510	3MESPE Crown SS Primary Molor LR E-LR-6	bx/5
17512	3MESPE Crown SS Primary Molor LR E-LR-7	bx/5
18200	Formocresol - Buckley's Formula	Btl
18400	Hemostatic Solution	Btl
18500	Oris, oral rinse	Btl
19001	Applicator - Dycal	Each
19002	Carver - Amalgam Hollenback #3	Each
19004	Carver - Amalgam Hollenback #3-S	Each
19006	Carver - Amalgam Cleoid/Discoïd 3/6 Large	Each
19008	Carver - Amalgam #89 - 92 (Medium)	Each
19010	Carver - Amalgam Cleoid/Discoïd 4/5 (small)	Each
19102	Burnisher - Ball /S - Ball	Each
19104	Burnisher - Ball 13A	Each
19106	Burnisher - Ball Anatomical # 63	Each
19108	Burnisher- Ball #27 -29 - Small ball/Football	Each
19110	Burnisher - Ball # 28 - 29 - Small/large Football	Each
19200	Condenser - Amalgam, SER S	Each
19202	Condenser - Amalgam, Marquette (MAR)	Each
19204	Condenser - Amalgam, Black # 1 -2	Each
19206	Condenser - Amalgam, Black # 2-3	Each
19250	Cotton Pliers	Each
19302	Excavator - Spoon # 9	Each
19304	Excavator - Spoon # 10	Each
19306	Excavator Spoon # 17	Each
19310	Excavator Spoon #33L - Medium	Each
19312	Excavator - Spoon #35	Each
19313	Excavator - Spoon #36 - small	Each
19400	Explorer # 5	Each
19407	Mirror - Hand	Each
19409	Mirror - Mouth # 4	Each
19411	Mirror - Mouth Handle	Each
19600	Composite, Contact Instrument M/L	Each
19602	Composite Manipulation Black # 1DE	Each
19604	Plastic Instrument PFI - D 1 (Metal)	Each
20000	Operatory Equipment	Each
20200	Handpiece - Air Driven Highspeed Tradition	Each
20400	Handpiece - Slowspeed , Star Titan - 2 Plus	Each
20500	Handpiece - Ball bearing, Latch Angle	Each
20550	Handpiece, Straight Nose Cone	Each
20600	Handpiece - Motor to Angle Adapter	Each
20650	Handpiece - Torque Multiplier	Each
20730	Handpiece - Lubricant	Each
20750	Handpiece - Cleaner, Kit, Midwest	Can
21000	Bags - Autoclave, Self sealing 3 1/2 x 5 1/4 in.	Box
21002	Bags - Autoclave, Self sealing 3/1/2/9 " in.	Box
21004	Bags - Autoclave, Self sealing 5 1/2 x 10" in.	Box

21006	Biological Monitoring Test 48/pkg	Box
21007	ADEC XCP Tablex, Water	Box
21008	Solution - Disinfecting , Surface Lysol	Can
21300	Solution - Sterilizing, Cidex	Btl
21400	Solution - Ultrasonic Cleaner	Box
21500	Solution - Purvac, evacuator cleaner	Btl
21550	Solution, Discide	Gal
22000	Apron - X-Ray, Patient Child & Adult	Each
22040	Bitewing Tabs, Pressure Sensitive	Box
22200	Dispenser - Dental Film #2	Each
22205	Dispenser - Dental Film # 0	Each
22212	Film - X -Ray Panoramic	Pkg
22214	Film X - Ray Occlusal	Pkg
22216	Film X- Ray Periapical # 0	Pkg
22218	Film X Ray Periapical # 0 Double	Pkg
22220	Film X Ray Periapical #2	Pkg
22305	Film Mounts, Child	Pkg
22310	Film - Mounts, Standard 1 #2	Pkg
22320	Film - Mounts, Standard 2 #2	Pkg
22340	Film Mounts, Standard 4 #2	Pkg
22495	Holder x-ray anterior blue ring	Each
22500	Holder - X - Ray Anterior Blue Arm	Each
22505	Holder x-ray anterior blue bite block	Each
22510	Holder - x - Ray bitewing red ring	Each
22515	Holder x-ray bitewing red arm	Each
22520	Holder - x -ray bitewing red bite block # 2	Each
22525	Holder x-ray bitewing red bite block #0	Each
22530	Holder - X - Ray Posterior yellow ring	Each
22535	Holder x-ray posterior yellow arm	Each
22540	Holder - x - ray posterior yellow bite block	Each
22570	Holder - X - Ray Rinn Kit	Kit
22600	Receptacle - Dental Film	Each
22700	Safelight - Filter	Each
22710	Safelight - Lamp	Each
22800	Timer - Interval	Each
22900	X - Ray Thermometer	Each
22910	X - Ray Solution Developer, Auto Processor	Btl
22920	X- Ray Solution Fixer, Auto Processor	Btl
22930	X - Ray Solution Developer, IFP	Btl
22940	X -Ray Solution Fixer, IFP	Btl
22950	X - Ray Viewbox, Dental	Each
23010	Brush - Hand Scouring	Each
23100	Container - Stainless Steel, 3" x 2"	Each
23120	Container - Stainless Steel, 4-7/8" x 6 -7/8	Each
23160	Dappen Dish	Each
23200	Impression Material - Alginate	Can
23210	Spatula - Alginate	Each
23400	Mouth Prop - Molt Mouth, small	Each
23500	Mouth Prop - Rubber, Adult	Pair

23550	Mouth Prop - Rubber, Child	Pair
23650	Rubber Bowl	Each
23700	Safety Glasses - Plastic	Pair
23710	Safety Glasses - Child	Pair
23720	Safety Glasses - Adult	Pair
23740	Safety Glasses - Ultra Violet Light	Pair
26000	Periodontal, Preventive Instruments, & Supplies	
26015	EEZ Floss , Threaders	Each
26020	Dental Floss - Dispenser	Each
26022	Dental Floss -Refill, wax	Each
26024	Dental Floss - Refill, Unwaxed	Each
26026	Floss individual	Each
26030	Fluoride- Phosphated	Bottle
26035	Fluoride - Varnish	Box
26099	Prophy Angles-Disposable	Box
26210	Prophy Paste- Nupro Medium	Box
26220	Prophy Paste - Nupro Coarse	Box
26300	Probe - Periodontal, Williams 11 DE	Each
26400	Stone - Arkansas Sharpening, Hard AS- 22	Each
26500	Curette - Periodontal Bunting # 1 - 2	Each
26502	Curette - Periodontal Bunting # 1 - U - 15	Each
26504	Curette - Periodontal Columbia # 4L - 4R	Each
26506	Curette - Periodontal Columbia # 13 - 14	Each
26508	Curette - Periodontal Gracey # 1- 2	Each
26509	Curette - Periodontal Gracey # 5- 6	Each
26510	Curette - Periodontal Gracey # 7 - 8	Each
26512	Curette - Periodontal Gracey # 11 - 12	Each
26514	Curette - Periodontal Gracey # 13 - 14	Each
26516	Scaler - Periodontal Jacquette # 2S - 3S	Each
26518	Scaler - Periodontal Jacquette # 30 - 33	Each
26520	Scaler - Periodontal Jacquette # 34 - 35	Each
26522	Scaler - Periodontal Towner U15	Each
26524	Scaler - Periodontal McCall #17 - 18	Each
26526	Scaler - Periodontal Younger Good # 15	Each
26528	Scaler, Periodontal Younger U15-33	Each
26700	Scaler - Periodontal Jacquette H6 - H7	Each
26740	30K FSI 10L Cavitron Tip	Each
26741	30K FSI 10R	Each
26742	30K TFI 3	Each
26743	30K FSI 105	Each
26744	30K TFI 1000	Each
26795	Sealant-Pit & Fissure, Light Cure,	Kit
26910	Toothbrush - Child (under 5)	Each
26920	Toothbrush - Youth (6 - 12)	Each
26925	Toothbrush - Teen	Each
26930	Toothbrush - Adult	Each
27000	Handle - Blade #3 (Scapel)	Each
27010	Blade - Surgical # 10	Each

27011	Blade - Surgical # 11	Each
27012	Blade - Surgical # 12	Each
27015	Blade - Surgical # 15	Each
27200	Curette - Surgical, Miller # 8	Each
27210	Curette - Surgical, Miller # 10	Each
27220	Curette - Surgical, Miller # 11	Each
27300	Elevator - Periosteal OHM	Each
27301	Elevator - Periosteal, Molt # 9	Each
27314	Elevator - Surgical, Apexo # 301	Each
27316	Elevator - Surgical Apexo # 302	Each
27318	Elevator - Surgical Apexo # 303	Each
27324	Elevator - Surgical Cryer # 25	Each
27326	Elevator - Surgical Cryer # 26	Each
27334	Elevator - Surgical Seldin # 34	Each
27336	Elevator - Surgical Seldin # 34s	Each
27338	Elevator - Surgical Heidbrink # 1 (Root Pick)	Each
27340	Elevator - Surgical Heidbrink # 2 (Root Pick)	Each
27342	Elevator - Surgical Heidbrink # 3 (Root Pick)	Each
27344	Elevator - Surgical Davis # 10, Root Tip	Each
27346	Elevator - Surgical Davis # 11, Root Tip	Each
27348	Elevator - Surgical # 98S	Each
27410	Forcep - Extraction # 1	Each
27412	Forcep - Extraction # 17	Each
27414	Forcep - Extraction # 23	Each
27416	Forcep - Extraction # 32A	Each
27418	Forcep - Extraction # 39	Each
27420	Forcep - Extraction # 40) Lower Primary Molar)	Each
27424	Forcep - Extraction # 53R	Each
27426	Forcep - Extraction # 88L	Each
27428	Forcep - Extraction # 88R	Each
27430	Forcep - Extraction # 101	Each
27432	Forcep - Extraction # 150	Each
27434	Forcep - Extraction # 150S (PEDO)	Each
27436	Forcep - Extraction # 151	Each
27438	Forcep - Extraction # 151S (PEDO)	Each
27440	Forcep - Extraction # 203	Each
27442	Forcep - Extraction # 210	Each
27444	Forcep - Extraction # 222	Each
27446	Forcep - Extraction # 286	Each
27448	Forcep - Surgical #69 Root & Fragment	Each
27454	Forcep - Tissue,	Each
27458	Forcep - Hemostatic, Halstead Mosquito Curved	Each
27460	Forcep - Hemostatic, Halstead Mosquito Straight	Each
27462	Forcep - Hemostatic, Kelly Curved	Each
27464	Forcep - Hemostatic, Kelly Straight	Each
27500	File - Bone File, Bell	Each
27600	Needle Holder	Each
27700	Rongeurs - Cleveland # 4A	Each

27820	Scissors - Suture, Wagner # 6	Each
27910	Suture - Black Braded Silk 4.0 /QC6	Each
27920	Suture - Plain Gut 4.0/C-6	Each

**SECTION 6
PRICE FORM**

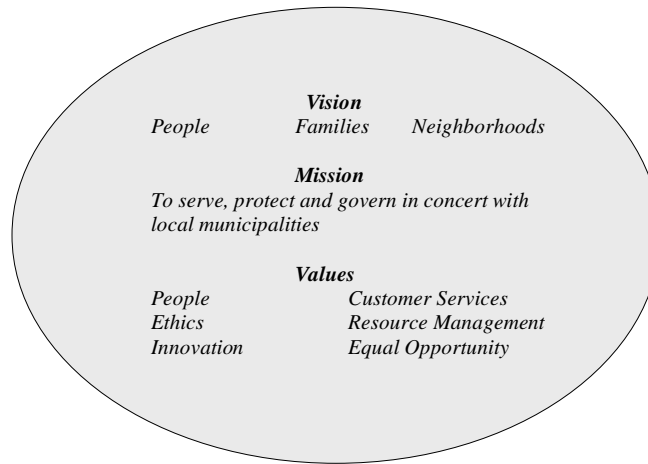
1. Dental supplies; Dental Supply Catalog or equivalent

_____ % discount

Note: Vendor shall provide the % discount from catalog price list. If vendor is not bidding on the catalog named above, please provide the following:

Catalog Name _____

SECTION 7 SAMPLE CONTRACT



CONTRACT DOCUMENTS FOR

DENTAL SUPPLIES

For

Department of Health and Wellness

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ARTICLE 44.	<u>WAGE CLAUSE</u>

CONTRACT AGREEMENT

Contractor: (Insert Contractor's Name)

Contract No.: (Insert Project Number and Title)

Address: (Insert Contractor's Address)
City, State _____

Telephone: 404-XXX-XXXX

Email: (Insert Contractor's Email)

Contact: (Insert Contractor's Contact Person's Name)
(Insert Contractor's Contact Title)

This Agreement made and entered into effective the _____ day of _____, 2012 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and (Insert Contractor's Name) to provide professional consulting services in Georgia, hereinafter referred to as "**Contractor**".

WITNESSETH

WHEREAS, County through its Department of Health and Wellness hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to provide a variety of dental supplies, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work

- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **BOC Date , Item#11-XXXX**

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT:**

County and Contractor agree the Project is to provide dental supplies for the Department of Health and Wellness. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF SERVICES**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Services.

ARTICLE 5. **DELIVERABLES**

Contractor shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Contractor shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Contractor in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Services, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

This is effective from July 1, 2012 through June 30, 2013 upon receipt of the fully executed contract with three (3) renewal options

The term of this contract shall commence from July 1, 2012 upon receipt of the fully executed contract through June 30, 2013 unless earlier terminated in accordance with the termination provisions of this contract. This contract may be renewed under like terms for three (3) successive one (1) year terms ending on June 30th of each year, subject to the funds being allocated for this contract and approval by the Fulton County Board of Commissioners each year, unless notice of non-renewal is delivered to the other party pursuant to the termination provision of the contract. If funds are not allocated or thirty (30) days notice is given, either party may terminate this contract with or without cause. This contract supersedes any other previous understanding between the parties.

If through any cause, Contractor shall fail to fulfill its obligations under this Contract in a timely and proper fashion or in the event that any of the provisions or stipulations of this Agreement are violated by the Contractor, the County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of its intent to suspend or terminate this Agreement. If this Agreement is terminated pursuant to this paragraph Contractor will be exclusively limited to receiving only the compensation for the work satisfactorily performed up to and including the date of the written termination notice.

Notwithstanding the above provisions the County or the Contractor may terminate this contract at any time for any reason by giving written notice thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party of the intention to terminate the contract. The termination shall become effective on the 30th day after the date of such written notice. If this Agreement is terminated pursuant to this paragraph, Contractor will be exclusively limited to receiving only the compensation for the work satisfactorily performed up to and including the date of the written termination notice.

The County shall have the right to suspend immediately the Contractor's performance hereunder on an emergency basis whenever necessary in the opinion of the County, to avert a life-threatening situation or other sufficiently serious deficiency.

ARTICLE 10. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Reimbursement Fee Schedule.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subContractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subContractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subContractors will not be unreasonably withheld by County.

ARTICLE 12. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Department of **Health and Wellness**. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive.

Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the **Program Manager** or designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONTRACTORS**

Contractor will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Contractors. Contractor shall fully cooperate with such other related Contractors and County employees or appointed committees. Contractor shall provide within his schedule of work, time and effort to coordinate with other Contractors under contract with County. Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by County employees. Contractor shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Contractor in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Contractor shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

ARTICLE 22. **INDEMNIFICATION**

Contractor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subContractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subContractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 23. CONFIDENTIALITY

Contractor agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Contractor pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the **Department of Health and Wellness**.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Contractor without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Contractor, but should any such information be released by County or by Contractor with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Contractor agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Contractor or any subContractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the **Department of Health and Wellness**. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Contractor shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Contractor and registered in the name of the **Department of Health and Wellness**, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Contractor has pre-existing proprietary rights and/or has otherwise been licensed to Contractor prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Contractor agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County or **Department of Health and Wellness**. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the

area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subContractor, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Health and Wellness
99 Jessie Hill Jr. Drive 4th Floor
Atlanta, Georgia 30303
Telephone: 404-613-1205
Facsimile:
Attention: Patrice A. Harris, M.D., Director of Health Services

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: Felicia.strongwhitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Insert Contractors Name
Insert Contractors Address
Telephone:
Facsimile:
Attention: Insert Name of Individual Authorized to Sign the Contract

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

Section 36.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be

binding upon each subContractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Contractor submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Contractor and the County, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Contractor shall submit all invoices in original and one (1) copy to:

Fulton County Department of Health and Wellness
99 Jesse Hill Jr., Drive, 3rd Floor
Atlanta, Georgia 30303
Telephone: 404-613-1472
Fax: 404-332-0474
Email: kimberly.lewis@fultoncountyga.gov
Dental Services Program Manager

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-Contractors/Suppliers: The Contractor must certify in writing that all sub-Contractors of the Contractor and suppliers have been promptly paid for work and

materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-Contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-Contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. **TAXES**

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Patrice A. Harris, M.D., Director of
Health Services

ATTACHMENT

DENTAL SUPPLIES REPRESENTATIVE LISTING

Item Number	Description	Unit
0		
1	Operatory Supplies	
10004	Amalgam Capsule - 1 spill	Box
10005	Amalgam Capsule - 2 spill	Box
10006	Amalgam Well	Each
10008	Articulating Paper Forceps	Each
10010	Articulating Paper	Pkg
10040	Carrier - Amalgam, Lever Type, Reg/Large	Each
10050	Eching Syringe Tips	Each
10051	Etching	Each
10052	Bonding system, primer	Each
10053	Bonding system adhesive	Each
10054	Brush, Bendabrush, Reg	Box
10055	Brush, microbrush reg. or small	Each
10056	Prodigy Condensable Unidose, # A-3	Each
10058	Formula 2 Syringe #A-3 Flowable	Pkg
10061	Composite , Condensable	Kit
10062	Composite - Refill A-1	Each
10063	Composite - Refill A-2	Each
10064	Composite - Refill A-3	Each
10065	Composite, refill B-1	Each
10066	Composite, refill B-2	Each
10067	Composite, refill B-3	Each
10070	Matrix Retainer- Toffelmire Jr.	Each
10071	Matrix Band - Toffelmire Jr. #13	Pkg
10072	Matrix Band - Toffelmire Jr. #14	Pkg
10073	Matrix Band - Toffelmire Jr. # 15	Pkg
10074	Matrix Retainer- Toffelmire Sr.	Each
10075	Matrix Band - Toffelmire Sr. #1	Pkg
10076	Matrix Band - Toffelmire Sr. # 2	Pkg
10077	Matrix Band - Toffelmire Sr. #3	Pkg
10079	Matrix Retainer - Celluloid Strip	Each
10080	Matrix Strip - Mylar	Box
10081	Matrix - Cervical	Box

10219	Rubber Dam Punch	Each
10221	Rubber Dam Medium	Box
10228	Wedges - Wooden	Box
11000	Bur Block - Magnetic	Each
11040	Bur Changer - Tradition (special order)	Each
11090	Bur Cleaning Brush	Each
11101	Bur - Carbide, FG #1/2 (round)	Each
11102	Bur - Carbide, FG #2 (round)	Each
11104	Bur - Carbide, FG #4 (round)	Each
11106	Bur - Carbide, FG #6 (Round)	Each
11108	Bur - Carbide, FG #8 (Round)	Each
11114	Bur - Carbide, FG #34 (inverted cone)	Each
11115	Bur - Carbide, FG #35 (inverted cone)	Each
11120	Bur - Carbide, FG #169 (plain taper fissure)	Each
11122	Bur - Carbide, FG #170 (plain taper fissure)	Each
11123	Bur - Carbide, FG # 171 (Plain Taper Fissure)	Each
11130	Bur - Carbide, FG #245 (Amalgam Prep)	Each
11140	Bur - Carbide, FG #330 (Pear Shape)	Each
11176	Bur - Carbide, FG #556 (Crosscut Fissure)	Each
11177	Bur-Carbide, FG #557 (Crosscut Fissure)	Each
11180	Bur - Carbide, FG #699 (crosscut taper fissure)	Each
11182	Bur - Carbide, FG #701L (long cross taper fissure)	Each
11183	Bur - Carbide, FG #702 (crosscut taper fissure)	Each
11204	Bur - Carbide, FG LS #4 (Surgical Round)	Each
11208	Bur - Carbide, FG LS #8 (Surgical Round)	Each
11210	Bur - Carbide, FG LS #558 (Surgical crosscut fissure)	Each
11211	Bur - Carbide, FG LS #559 (Surgical crosscut fissure)	Each
11302	Bur - Carbide, FG SS #2 (Short Shank Round)	Each
11304	Bur-Carbide, FG SS #4 (Short Shank Round)	Each
11314	Bur - Carbide, FG SS #34 (short shank inverted cone)	Each
11315	Bur - Carbide, FG SS #35 (Short shank inverted cone)	Each
11340	Bur - Carbide, FG SS #330 (Short shank pear shape)	Each
11345	Bur - Carbide, FG SS #556 (Short shank crosscut fissure)	Each
11377	Bur - Carbide, FG SS #557 (Short shank crosscut tapered fissure)	Each
11381	Bur - Carbide, FG SS #700 (Short shank crosscut taper fissure)	Each
11450	Bur- Diamond, FG #1/8 A (Flame)	Each
11520	Bur - Finishing, Carbide FG #7104 (Flame)Gold	Each
11530	Bur - Finishing, Carbide FG #7204 (Taper)Gold	Each
11555	Bur - Finishing, Carbide FG #7404 (Egg shape) Small	Each
11556	Bur - Finishing, Carbide FG #7406 (Egg Shape) Medium	Each
11690	Bur - Finishing, Composite Kit	Kit
11692	Bur - Finishing, Trim, Red Taper 133-010	Kit
11694	Bur, Trimming and Finishing Axis Red 134-014 Composit 8F	Each
11696	Bur, Trimming and Finishing Axis #H379-018	Each
11697	Bur Trimming and Finishing Axis H133-010	Each
11698	Bur, Diamond Football Short #S285-5C	Each
11700	Bur, Diamond Football Reg #283-4C	Each
11756	Bur - Finishing Diamond FG #260 - 8F (Flame)	Each

11802	Bur Latch Type, Round #2	Each
11804	Bur - Latch Type, Round #4	Each
11806	Bur - Latch Type, Round, #6	Each
11808	Bur - Latch Type, Round #8	Each
11814	Bur - Latch Type, Inverted Cone #34	Each
11816	Bur - Latch Type, Inverted Cone #36	Each
12020	Finishing Strip - Fine	Box
12030	Finishing Strip - Medium	Box
13110	Desensitizer	
13120	Glass Ionomer Vitrebrond Plus, Light Cure	Box
13125	Base, Dycal	box
13130	IRM - Temporary Filling liquid or powder	Pkg
13140	Cement, Luting Glass Inomer	Kit
13400	Mixing Pad - Disposable	Pad
13550	Mixing Slab - Glass	Each
13610	Spatula - Cement #22, Small	Each
13620	Spatula - Cement # 24, Large	Each
14100	Anesthetic - Epi 1/50,000, Lidocaine	Can
14200	Anesthetic - Epi 1/100,000, Lidocaine	Can
14205	Anesthetic - Septodont 1:100,000	Can
14300	Anesthetic - Mepivacaine 3% w/o constrictor	Can
14310	Anesthetic - Marcaine	Can
14400	Anesthetic - Topical	Jar
14500	Needle Box - Sharps container - Medium	Each
14510	Needle - Dental Disposable Long 27G	Each
14515	Needle - Dental Disposable Short 27G	Each
14520	Needle - Dental Disposable Short 30G 1 in needle	Each
14535	Syringe - Aspirating	Each
14540	Syringe - Monoject Irrigating # 513 ED Disposable	Each
16000	Cotton Pellet Dispenser	Eacj
16001	Cotton Pellets , Refill #1	Pkg
16003	Cotton Pellets, Refill #3	Pkg
16100	Cotton Roll - Dispenser	Each
16110	Cotton Rolls Medium 1.5"	Pkg
16300	Gauze Dispenser	Each
16302	Gauze Sponge 2" x 2"	Pkg
16304	Gauze Sponge 4" x 4"	Pkg
16400	Gloves Disposable, Size 6-7 (X-Small) powder free	Box
16410	Gloves Disposable, Small, powder free	Box
16420	Gloves Disposable, Size-7-8 (Medium) powder or powder free	Box
16425	Gloves Disposable, Size 8-9 Large powder free	Box
16430	Gloves Disposable, Non Latex Med (Dr. Note)	Box
16440	Gloves - Vinyl - Small, Med, Lg	Box
16460	Gloves - Heavy Duty, Rubber Unisize	Box
16500	Vinyl gloves (central supply)	Box
		Pkg
16525	Jacket, Disposable, Small	10
		Pkg
16530	Jacket, Disposable, Med	10

16535	Jacket, Disposable, Large	Pkg 10
16540	Jacket, Disposable, X-Lg	Pkg 10
16545	Jacket, disposable, XXX Lg	Pkg 10
16550	Mask - Face - Disposable, with loop	Box
16555	Mask-face shield (R/W)	Box
16600	Saliva Absorbers - Small (Dri-Aid, Lorvic)	Box
16610	Saliva Absorbers - Large (Dri - Aid, Lorvic)	Box
16650	Saliva Ejector - Disposable, Blue Tip	Bag
16660	Saliva Ejector - Strainer	Each
16665	Syringe Tips - Air/Water Disposable	Each
16670	Tip Evacuator - White	Bag
16700	Cover - Headrest, Disposable	Box
16710	Cover - Tray Rectangular	Box
16720	Chairsleeve for Adec Chairs	Box
16800	Towel - Professional Dental	Box
16850	Clear, light handle cover	Box
16900	Holder - Towel, Chain	Each
17000	Crown Form, Celluloid Kit	Kit
17001	Crown Form, Celluloid A -1	Each
17002	Crown Form, Celluloid A - 2	Each
17003	Crown Form, Celluloid A - 3	Each
17004	Crown Form, Celluloid A - 4	Each
17005	Crown Form, Celluloid A - 5	Each
17006	Crown Form, Celluloid A - 6	Each
17011	Crown Form, Celluloid B - 1	Each
17012	Crown Form, Celluloid B - 2	Each
17013	Crown Form, Celluloid B - 3	Each
17014	Crown Form, Celluloid B - 4	Each
17015	Crown Form, Celluloid B- 5	Each
17016	Crown Form, Celluloid B - 6	Each
17021	Crown Form, Celluloid C -1	Each
17022	Crown Form, Celluloid C -2	Each
17023	Crown Form, Celluloid C - 3	Each
17024	Crown Form, Celluloid C- 4	Each
17025	Crown Form, Celluloid C - 5	Each
17026	Crown Form, Celluloid C - 6	Each
17031	Crown Form, Celluloid D - 1	Each
17032	Crown Form, Celluloid D - 2	Each
17033	Crown Form, Celluloid D - 3	Each
17034	Crown Form, Celluloid D - 4	Each
17035	Crown Form, Celluloid D - 5	Each
17036	Crown Form, Celluloid D - 6	Each
17041	Crown Form, Celluloid E - 1	Each
17042	Crown Form, Celluloid E - 2	Each
17043	Crown Form, Celluloid E - 3	Each
17044	Crown Form, Celluloid E - 4	Each

17045	Crown Form, Celluloid E - 5	Each
17046	Crown Form Celluloid E - 6	Each
17051	Crown Form Celluloid F - 1	Each
17052	Crown Form Celluloid F - 2	Each
17053	Crown Form Celluloid F- 3	Each
17054	Crown Form Celluloid F - 4	Each
17055	Crown Form Celluloid F - 5	Each
17100	Scissors - Crown & Collar Curved	Each
17110	Scissors - Crown & Collar Straight	Each
17200	Pliers - Crown Contouring, Johnson # 14	Each
17210	Pliers - Crown Contouring, Johnson # 15	Each
17420	3MESPE Crown SS Primary Molor UL D-UL-2	bx/5
17422	3MESPE Crown SS Primary Molor UL D-UL-3	bx/5
17424	3MESPE Crown SS Primary Molor UL D-UL-4	bx/5
17425	3MESPE Crown SS Primary Molor UL D-UL-5	bx/5
17426	3MESPE Crown SS Primary Molor UL D-UL-6	bx/5
17428	3MESPE Crown SS Primary Molor UL D-UL-7	bx/5
17430	3MESPE Crown SS Primary Molor UR D-UR-2	bx/5
17432	3MESPE Crown SS Primary Molor UR D-UR-3	bx/5
17434	3MESPE Crown SS Primary Molor UR D-UR-4	bx/5
17436	3MESPE Crown SS Primary Molor UR D-UR-5	bx/5
17438	3MESPE Crown SS Primary Molor UR D-UR-6	bx/5
17440	3MESPE Crown SS Primary Molor UR D-UR-7	bx/5
17442	3MESPE Crown SS Primary Molor UL E-UL-2	bx/5
17444	3MESPE Crown SS Primary Molor UL E-UL-3	bx/5
17446	3MESPE Crwon SS Primary Molor UL E-UL-4	bx/5
17448	3MESPE Crown SS Primary Molor UL E-UL-5	bx/5
17450	3MESPE Crown SS Primary Molor UL E-UL-6	bx/5
17452	3MESPE Crown SS Primary Molor UL E-UL-7	bx/5
17454	3MESPE Crown SS Primary Molor UR E-UR-2	bx/5
17456	3MESPE Crown SS Primary Molor UR E-UR-3	bx/5
17458	3MESPE Crown SS Primary Molor UR E-UR-4	bx/5
17460	3MESPE Crown SS Primary Molor UR E-UR-5	bx/5
17462	3MESPE Crown SS Primary Molor UR E-UR-6	bx/5
17464	3MESPE Crown SS Primary Molor UR E-UR-7	bx/5
17466	3MESPE Crown SS Primary Molor LL D-L-2	bx/5
17468	3MESPE Crown SS Primary Molor LL D-L-3	bx/5
17470	3MESPE Crown SS Primary Molor LL D-L-4	bx/5
17472	3MESPE Crown SS Primary Molor LL D-L-5	bx/5
17474	3MESPE Crown SS Primary Molor LL D-L-6	bx/5
17476	3MESPE Crown SS Primary Molor LL D-L-7	bx/5
17478	3MESPE Crown SS Primary Molor LR D-LR-2	bx/5
17480	3MESPE Crown SS Primary Molor LR D-LR-3	bx/5
17482	3MESPE Crown SS Primary Molor LR D-LR-4	bx/5
17484	3MESPE Crown SS Primary Molor LR D-LR-5	bx/5
17486	3MESPE Crown SS Primary Molor LR D-LR-6	bx/5
17488	3MESPE Crown SS Primary Molor LR D-LR-7	bx/5
17490	3MESPE Crown SS Primary Molor LL E-LL-2	bx/5
17494	3MESPE Crown SS Primary Molor LL E-LL-3	bx/5

17496	3MESPE Crown SS Primary Molor LL E-LL-4	bx/5
17498	3MESPE Crown SS Primary Molor LL E-LL-5	bx/5
17499	3MESPE Crown SS Primary Molor LL E-LL-6	bx/5
17500	3MESPE Crown SS Primary Molor LR E-LR-2	bx/5
17504	3MESPE Crown SS Primary Molor LR E-LR-3	bx/5
17506	3MESPE Crown SS Primary Molor LR E-LR-4	bx/5
17508	3MESPE Crown SS Primary Molor LR E-LR-5	bx/5
17510	3MESPE Crown SS Primary Molor LR E-LR-6	bx/5
17512	3MESPE Crown SS Primary Molor LR E-LR-7	bx/5
18200	Formocresol - Buckley's Formula	Btl
18400	Hemostatic Solution	Btl
18500	Oris, oral rinse	Btl
19001	Applicator - Dycal	Each
19002	Carver - Amalgam Hollenback #3	Each
19004	Carver - Amalgam Hollenback #3-S	Each
19006	Carver - Amalgam Cleoid/Discoïd 3/6 Large	Each
19008	Carver - Amalgam #89 - 92 (Medium)	Each
19010	Carver - Amalgam Cleoid/Discoïd 4/5 (small)	Each
19102	Burnisher - Ball /S - Ball	Each
19104	Burnisher - Ball 13A	Each
19106	Burnisher - Ball Anatomical # 63	Each
19108	Burnisher- Ball #27 -29 - Small ball/Football	Each
19110	Burnisher - Ball # 28 - 29 - Small/large Football	Each
19200	Condenser - Amalgam, SER S	Each
19202	Condenser - Amalgam, Marquette (MAR)	Each
19204	Condenser - Amalgam, Black # 1 -2	Each
19206	Condenser - Amalgam, Black # 2-3	Each
19250	Cotton Pliers	Each
19302	Excavator - Spoon # 9	Each
19304	Excavator - Spoon # 10	Each
19306	Excavator Spoon # 17	Each
19310	Excavator Spoon #33L - Medium	Each
19312	Excavator - Spoon #35	Each
19313	Excavator - Spoon #36 - small	Each
19400	Explorer # 5	Each
19407	Mirror - Hand	Each
19409	Mirror - Mouth # 4	Each
19411	Mirror - Mouth Handle	Each
19600	Composite, Contact Instrument M/L	Each
19602	Composite Manipulation Black # 1DE	Each
19604	Plastic Instrument PFI - D 1 (Metal)	Each
20000	Operatory Equiptment	
20200	Handpiece - Air Driven Highspeed Tradition	Each
20400	Handpiece - Slowspeed , Star Titan - 2 Plus	Each
20500	Handpiece - Ball bearing, Latch Angle	Each
20550	Handpiece, Straight Nose Cone	Each
20600	Handpiece - Motor to Angle Adapter	Each

20650	Handpiece - Torque Multiplier	Each
20730	Handpiece - Lubricant	Each
20750	Handpiece - Cleaner, Kit, Midwest	Can
21000	Bags - Autoclave, Self sealing 3 1/2 x 5 1/4 in.	Box
21002	Bags - Autoclave, Self sealing 3/1/2/9 " in.	Box
21004	Bags - Autoclave, Self sealing 5 1/2 x 10" in.	Box
21006	Biological Monitoring Test 48/pkg	Box
21007	ADEC XCP Tablex, Water	Box
21008	Solution - Disinfecting , Surface Lysol	Can
21300	Solution - Sterilizing, Cidex	Btl
21400	Solution - Ultrasonic Cleaner	Box
21500	Solution - Purvac, evacuator cleaner	Btl
21550	Solution, Discide	Gal
22000	Apron - X-Ray, Patient Child & Adult	Each
22040	Bitewing Tabs, Pressure Sensitive	Box
22200	Dispenser - Dental Film #2	Each
22205	Dispenser - Dental Film # 0	Each
22212	Film - X-Ray Panoramic	Pkg
22214	Film X - Ray Occlusal	Pkg
22216	Film X- Ray Periapical # 0	Pkg
22218	Film X Ray Periapical # 0 Double	Pkg
22220	Film X Ray Periapical #2	Pkg
22305	Film Mounts, Child	Pkg
22310	Film - Mounts, Standard 1 #2	Pkg
22320	Film - Mounts, Standard 2 #2	Pkg
22340	Film Mounts, Standard 4 #2	Pkg
22495	Holder x-ray anterior blue ring	Each
22500	Holder - X - Ray Anterior Blue Arm	Each
22505	Holder x-ray anterior blue bite block	Each
22510	Holder - x - Ray bitewing red ring	Each
22515	Holder x-ray bitewing red arm	Each
22520	Holder - x -ray bitewing red bite block # 2	Each
22525	Holder x-ray bitewing red bite block #0	Each
22530	Holder - X - Ray Posterior yellow ring	Each
22535	Holder x-ray posterior yellow arm	Each
22540	Holder - x - ray posterior yellow bite block	Each
22570	Holder - X - Ray Rinn Kit	Kit
22600	Receptacle - Dental Film	Each
22700	Safelight - Filter	Each
22710	Safelight - Lamp	Each
22800	Timer - Interval	Each
22900	X - Ray Thermometer	Each
22910	X - Ray Solution Developer, Auto Processor	Btl
22920	X- Ray Solution Fixer, Auto Processor	Btl
22930	X - Ray Solution Developer, IFP	Btl
22940	X-Ray Solution Fixer, IFP	Btl
22950	X - Ray Viewbox, Dental	Each
23010	Brush - Hand Scouring	Each
23100	Container - Stainless Steel, 3" x 2"	Each

23120	Container - Stainless Steel, 4-7/8" x 6 -7/8	Each
23160	Dappen Dish	Each
23200	Impression Material - Alginate	Can
23210	Spatula - Alginate	Each
23400	Mouth Prop - Molt Mouth, small	Each
23500	Mouth Prop - Rubber, Adult	Pair
23550	Mouth Prop - Rubber, Child	Pair
23650	Rubber Bowl	Each
23700	Safety Glasses - Plastic	Pair
23710	Safety Glasses - Child	Pair
23720	Safety Glasses - Adult	Pair
23740	Safety Glasses - Ultra Violet Light	Pair
26000	PERIODONTAL, PREVENTIVE INSTRUMENTS, & SUPPLIES	
26015	EEZ Floss , Threaders	Each
26020	Dental Floss - Dispenser	Each
26022	Dental Floss -Refill, wax	Each
26024	Dental Floss - Refill, Unwaxed	Each
26026	Floss individual	Each
26030	Fluoride- Phosphated	Bottle
26035	Fluoride - Varnish	Box
26099	Prophy Angles-Disposable	Box
26210	Prophy Paste- Nupro Medium	Box
26220	Prophy Paste - Nupro Coarse	Box
26300	Probe - Periodontal, Williams 11 DE	Each
26400	Stone - Arkansas Sharpening, Hard AS- 22	Each
26500	Curette - Periodontal Bunting # 1 - 2	Each
26502	Curette - Periodontal Bunting # 1 - U - 15	Each
26504	Curette - Periodontal Columbia # 4L - 4R	Each
26506	Curette - Periodontal Columbia # 13 - 14	Each
26508	Curette - Periodontal Gracey # 1- 2	Each
26509	Curette - Periodontal Gracey # 5- 6	Each
26510	Curette - Periodontal Gracey # 7 - 8	Each
26512	Curette - Periodontal Gracey # 11 - 12	Each
26514	Curette - Periodontal Gracey # 13 - 14	Each
26516	Scaler - Periodontal Jacquette # 2S - 3S	Each
26518	Scaler - Periodontal Jacquette # 30 - 33	Each
26520	Scaler - Periodontal Jacquette # 34 - 35	Each
26522	Scaler - Periodontal Towner U15	Each
26524	Scaler - Periodontal McCall #17 - 18	Each
26526	Scaler - Periodontal Younger Good # 15	Each
26528	Scaler, Periodontal Younger U15-33	Each
26700	Scaler - Periodontal Jacquette H6 - H7	Each
26740	30K FSI 10L Cavitron Tip	Each
26741	30K FSI 10R	Each
26742	30K TFI 3	Each
26743	30K FSI 105	Each
26744	30K TFI 1000	Each
26795	Sealant-Pit & Fissure, Light Cure,	Kit
26910	Toothbrush - Child (under 5)	Each

26920	Toothbrush - Youth (6 - 12)	Each
26925	Toothbrush - Teen	Each
26930	Toothbrush - Adult	Each
27000	Handle - Blade #3 (Scapel)	Each
27010	Blade - Surgical # 10	Each
27011	Blade - Surgical # 11	Each
27012	Blade - Surgical # 12	Each
27015	Blade - Surgical # 15	Each
27200	Curette - Surgical, Miller # 8	Each
27210	Curette - Surgical, Miller # 10	Each
27220	Curette - Surgical, Miller # 11	Each
27300	Elevator - Periosteal OHM	Each
27301	Elevator - Periosteal, Molt # 9	Each
27314	Elevator - Surgical, Apexo # 301	Each
27316	Elevator - Surgical Apexo # 302	Each
27318	Elevator - Surgical Apexo # 303	Each
27324	Elevator - Surgical Cryer # 25	Each
27326	Elevator - Surgical Cryer # 26	Each
27334	Elevator - Surgical Seldin # 34	Each
27336	Elevator - Surgical Seldin # 34s	Each
27338	Elevator - Surgical Heidbrink # 1 (Root Pick)	Each
27340	Elevator - Surgical Heidbrink # 2 (Root Pick)	Each
27342	Elevator - Surgical Heidbrink # 3 (Root Pick)	Each
27344	Elevator - Surgical Davis # 10, Root Tip	Each
27346	Elevator - Surgical Davis # 11, Root Tip	Each
27348	Elevator - Surgical # 98S	Each
27410	Forcep - Extraction # 1	Each
27412	Forcep - Extraction # 17	Each
27414	Forcep - Extraction # 23	Each
27416	Forcep - Extraction # 32A	Each
27418	Forcep - Extraction # 39	Each
27420	Forcep - Extraction # 40) Lower Primary Molar)	Each
27424	Forcep - Extraction # 53R	Each
27426	Forcep - Extraction # 88L	Each
27428	Forcep - Extraction # 88R	Each
27430	Forcep - Extraction # 101	Each
27432	Forcep - Extraction # 150	Each
27434	Forcep - Extraction # 150S (PEDO)	Each
27436	Forcep - Extraction # 151	Each
27438	Forcep - Extraction # 151S (PEDO)	Each
27440	Forcep - Extraction # 203	Each
27442	Forcep - Extraction # 210	Each
27444	Forcep - Extraction # 222	Each
27446	Forcep - Extraction # 286	Each
27448	Forcep - Surgical #69 Root & Fragment	Each
27454	Forcep - Tissue,	Each
27458	Forcep - Hemostatic, Halstead Mosquito Curved	Each
27460	Forcep - Hemostatic, Halstead Mosquito Straight	Each

27462	Forcep - Hemostatic, Kelly Curved	Each
27464	Forcep - Hemostatic, Kelly Straight	Each
27500	File - Bone File, Bell	Each
27600	Needle Holder	Each
27700	Rongeurs - Cleveland # 4A	Each
27820	Scissors - Suture, Wagner # 6	Each
27910	Suture - Black Braded Silk 4.0 /QC6	Each
27920	Suture - Plain Gut 4.0/C-6	Each

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

No General Conditions were required for this Project

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

Exhibit C
Scope of Work

Insert Scope of Work

EXHIBIT D

PROJECT DELIVERABLES

No Project Deliverables were required for this Project

EXHIBIT E

COMPENSATION

EXHIBIT F

PURCHASING FORMS

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

